

RE (Doc # 143) Filed 03/05/13 & (Doc # 142)

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA {

VS

RAY REED {

CASE # 4:12-cr-00373-AGF

AFFIDAVIT TO STRIKE Doc # 143

I Mr RAY REED Jr /SUI JURIS AGENT WITH POWER OF ATTORNEY FOR FICTITIOUS VESSEL (RAY REED) WHO STATES UNDER PENALTY OF PERJURY THAT THE STATEMENTS MADE ARE THE TRUTH THE WHOLE TRUTH AND NOTHING BUT THE TRUTH.

- 1 I Mr Ray Reed am a human being. the "Bar act of 1939" Placed into the States Constitution For the UNITED STATES: AN ATTORNEY, LAWYER, ESQUIRE, COUNSLER CAN ONLY REPRESENT A VESSEL; STRAWMAN, FICTION, CORPORATION ENTITY, AKA DEFENDANT. NOT A MAN
- 2 "Doc # 143" IF IMPLEMENTED WOULD BE A FORCED CONTRACT AND WOULD BE NULL A VOID AND UNINFORCEABLE PER UNIFORM COMMERCIAL CODE 1-308/1-207 (UCC) I Challenge Subject Matter jurisdiction of the Courts Authority over a Free MAN AKA SOVEREIGN

THE U.S. ATTORNEY HAS NOT SHOWN FACTUAL BASIS FOR SUBJECT MATTER JURISDICTION. NOR DID I GIVE IT TO THEM.

- 3 THE PROSECUTOR (THOMAS C ALBUS) AND MAGISTRATE (DAVID D NOCE) BOTH SAY THE U.C.C. IS IRRELEVANT WHERE IS THE LEGAL BASIS FOR THEIR "THEORY"?

MY LEGAL BASIS 1

- 3A IN 1912 ALL THE STATES PASSED THE UNIFORM COMMERCIAL CODE. THEREBY MAKING ITS CITIZENS "PERSONS." (WHICH ARE LEGAL ENTITIES AND ARTICLES OF COMMERCE) AND THE STATE TO BE VESSELS OF THE UNITED STATES, PLACING THE STATE AND ITS CITIZENS UNDER MARITIME LAW. SEE TITLE 18 U.S.C. CHAPTER 1 PART I § 9. SEE ALSO U.C.C. 1-201 GENERAL DEFINITIONS (38) THIS IS A FEDERAL CORPORATION SEE U.S.C. TITLE 28 > PART VI > CHAPTER 176 > SUBCHAPTER A7 § 3002 IS A

LEGAL BASIS 2

- 3B THE SUPREME COURT IN AUGUST 1938 SAY THAT ALL COURT CASES MUST BE DECIDED BY CONTRACT AND WHERE THERE IS NO CONTRACT THERE IS NO CASE [ERIE RAILROAD VS THOMPSON] SEE ALSO § 7-202 U.C.C. THIS IS COMMERCIAL RULES, CODES, PROCEDURES, STATUTES

LEGAL BASIS 3

- 3C § 1-103.6 OF THE U.C.C. STATES: THE CODE IS COMPLEMENTARY TO THE COMMON LAW WHICH IS STILL IN FORCE; EXCEPT WHERE DISPLACED BY THE CODE, A "STATUTE" SHOULD BE CONSTRUED IN HARMONY WITH THE COMMON LAW. UNLESS THERE IS CLEAR LEGISLATIVE INTENT TO ABROGATE THE COMMON LAW THE CODE CANNOT BE READ TO PRECLUDE A COMMON LAW ACTION.

4 This Court USES Rules, Codes, Regulations Procedures & Statutes
Further Support: Supreme Court Case Chisholm v
Georgia; the State is defined: "by a State
I mean, a complete body of free 'Persons' United
together for their common benefit, to Enjoy peaceably
what is there own, and to do justice to others.
It is An 'artificial person'. It Has its affairs
and ITS INTRESTS: IT Has 'its Rules' IT Has ITS
Rights: 'AND ITS OBLIGATIONS'. It may Acquire property
distinct from that of its members. It may incur DEBTS
to be discharged out of the public stock, not the
Private fortunes of INDIVIDUALS. It may be bound by
Contracts: And Damages arising from breach of those
Contracts. IN ALL OUR Contemplations, However,
Concerning this Feigned and Artificial Person, We
Should never forget, that, IN TRUTH & NATURE THOSE
WHO THINK AND SPEAK, and ACT ARE MEN! WICK 1-103
WCC 7-202

The Challenge of Subject matter jurisdiction
"does not ABUSE the dignity of the Court.
and all AFFIDAVITS there to Are Pertinate
and Relevant. my Immunities and rights
are Not "Frivolous" & Can and will STAND
on them [Hale v Hinkley]

The Counsel knows that without a PLEA,
The Court Has No Jurisdiction [Girty vs Logan]

The Counsel knows that & Reported Mr David Nace
For violation of title 28 § 454 for practicing

Law From the Bench; by entering a plea of Not guilty For the "Fiction" THIS NAME IS TRADEMARK Copyright and owned by ME Mr Rayburn Reed Jr of which I presented into Evidence. Conflict of Interest with NOCE A Ray Reed

Affidavits under maritime Claim rules (C6) are in Commerce, which is Commercial and public Policy. they only State Facts Provable by the maker they cannot "lawfully" Be Striken without rebuttal of "Facts" of Affidavit

The Striking of those Affidavits and "REDOCKETING" as letters to the Court AKA Doc#105 IS a Clear Violation of title 50 Sections at large 5403, 5407 & 5408 under Crimes Against Justice. WHERE IS THE "Factual Rebuttal" of the U.S. Attorney?

Those Affidavits Expose the barratry Implemented by this Court, its agents, heirs, AND ASSIGNS which are already in excess of 3 to initiate Disbarment Proceedings. They ARE STILL PUBLIC POLICY and not "letters", the Court must Rebut# in 30 Days or they become law in the case. TIME IS UP! "WHY" would I argue Rules, codes, Regulations, Procedures, and Statutes that Dont Apply to ME?? These only Apply to "PERSONS", which are Legal Entities as previously ascertained. AND —

The Following Supreme Court Cases Concur with that Statement: Willson v Omaha Tribe 442 U.S. 653 667 quoting UNITED States v Cooper Corp. 312, U.S. 600, 604 See also UNITED States v Mine workers 330 U.S. 258, 275 Also Church of Scientology v US Department of Justice, 612 F. 2d 417 425

What the US Attorney is forgetting or on the other hand has not forgotten that there cannot be a pretrial or TRIAL without a Contract "Again" Says the Supreme Court Erie Railroad v thompkins the US Attorney must present the Contract Signed By me the "Sovereign" "no contract no case!!"

An Attorney, Lawyer, Counster, Esquire are Officers of the Court IF "I" Hire or Contract with one (other than Standby by / ADVISE) the Court gets Jurisdiction the U.S. Attorney knows this that is why He wants the Court to Preclude my States. Barratry

In all of the counsels motions, the counsel has "Abusively" Referred to me as the "defendant", and Being in Care of John D Stobbs. This is "Perjury". I am not in care or under the Care of any Counsel as ascertained 11-2-12 Barratry, Perverse Efforts to Force a Contract

I have Repeatedly Corrected the US Attorney
and Court \pm Mr Ray Reed Appear/Ser Juris
which Mean; OF ONES OWN RIGHT, It Should
also be noted! my Appearances are by Force!
Meaning I Don't Give up Any Rights

Discrimination & Retaliation: This Court by way
of Magistrates David Noce & Thomas C Mummert
Has refused Bond Based on Political Status.

10/31/12

Question mummert Said they were going to give
me a Signature Bond untill I Came with the "Sovereign
jovereign mumbo jumbo". I then asked mummert (if I
Sign any papers will that make me be in Contract.)
mummert (Yes technically it would) I Replied (I Cant)
mummert (then you will stay locked up untill you
act like a person/regular) Noce concured and
on 2/25/2013 Noce Stated that he could not over-
turn the Magistrates decision For Bond (Perjury)
Mr Noce Signed a Bond modification on Behalf of
Marry Taylor Dec 11th 2012 Doc # 90

Father Support's litigants, I'm the Only One
Claiming Sovereignty, and the Only one in
Custody = Force Contract Attempt

Judge mummert Called me "Stupid" For not
"Contracting" with Court Attorney! my Rights
are not mumbo jumbo

THE U.S. Attorney is keeping disclose and disclosed to me Brady v
Maryland No where does it leave to the discretion of Prosecutor or
Court whether or not to disclose discovery for any reason

The Flag in the Court Flying is not American
Flag of Peace It is a pirate Flag the gold
or yellow Fringe Represent Color of Law
Title 4 USC Chapter 1 §1, 2, and 3.

Supreme Court States: the flag is the law
used to govern the Contract of the Shipowner
or the vessel there to, and advises to either
submit to its operation or don't contract with
them or the Agent at All Buhrst v People 57
NE 41 will the Barratry Ever END!!

I DO NOT CONTRACT. THE REMEDY IS PERFECTED
The order for the Court is Dississal with
Prejudice in accordance with UCC 1-308/1-207
The Law Superior To This Court. notice to
Principal is Notice to agent and VICE VERSA

Copy. Supreme Court; Missouri Bar; A.C.L.U.;
Missouri Commission on Human Rights;

"This is An Affidavit not" a letter to the
Court"

Executed without the "UNITED STATES" all
Statements are True to the Best of my
Knowledge and Belief

Certificate of Service
Ray Reed Jr

Without Prejudice
UNDER Protest UCC 1-308
Ray Reed Sovereign 1-207
with Power of Attorney
with the autograph